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4 BILL NO. S-77-01-35.

5 SPECIAL ORDINANCE NO. S-37-77

6 AN ORDINANCE approving a contract
7 with Carrington & Associates, Inc.,
8 of Fort Wayne, Indiana for Resolu-
9 tion No. 5738-1976.

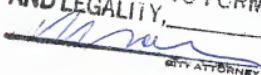
10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
11 WAYNE, INDIANA:

12 SECTION 1. That the contract dated January 10, 1977,
13 between the City of Fort Wayne, by and through its Mayor and the
14 Board of Public Works and Carrington & Associates, Inc., of Fort
15 Wayne, Indiana, for:

16 Resolution No. 5738-1976: Webster - Oakdale Area:
17 Partial removal and replacement of sidewalk fronting
18 Lots #238, 239, 240, 241, and east 70' of Lot #242
19 in Dreibelbiss First Addition.
20 for a total cost of \$2,792.85, of which the City will pay 25% and
21 the balance paid by the property owners under the Barrett Law, all
22 as more particularly set forth in said Contract which is on file
23 in the Office of the Board of Public Works and is by reference
24 incorporated herein, made a part hereof and is hereby in all things
25 ratified, confirmed and approved.

26 SECTION 2. This Ordinance shall be in full force and
27 effect from and after its passage and approval by the Mayor.
28

29 
30 Councilman

31
32 APPROVED AS TO FORM
33 AND LEGALITY,
34 
35 CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 1-25-77.

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u></u>	<u></u>	<u></u>	<u></u>
BURNS	<u>C</u>	<u></u>	<u></u>	<u></u>	<u></u>
HINGA	<u>C</u>	<u></u>	<u></u>	<u></u>	<u></u>
HUNTER	<u>C</u>	<u></u>	<u></u>	<u></u>	<u></u>
MOSES	<u>C</u>	<u></u>	<u></u>	<u></u>	<u></u>
NUCKOLS	<u>C</u>	<u></u>	<u></u>	<u></u>	<u></u>
SCHMIDT, D.	<u>C</u>	<u></u>	<u></u>	<u></u>	<u></u>
SCHIMDT, V.	<u>C</u>	<u></u>	<u></u>	<u></u>	<u></u>
STIER	<u>C</u>	<u></u>	<u></u>	<u></u>	<u></u>
TALARICO	<u>C</u>	<u></u>	<u></u>	<u></u>	<u></u>

DATE: 2-8-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 137-77 on the 8th day of Feb, 1976.

ATTEST: (SEAL)

Charles W. Westerman

CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of February, 1976, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman

CITY CLERK

Approved and signed by me this 10th day of February, 1976, at the hour of 8:30 o'clock A M. E.S.T.

Ronald E. Armstrong

MAYOR

Bill No. S-77-01-35

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with Carrington & Associates, Inc., of Fort Wayne
Indiana for Resolution No. 5738-1976

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

W. Moses Jr.
D. Schmidt
V. G. Schmidt
P. M. Burns
S. Talarico

2-8-77 CONC.
DATE CH 1 L.L.

BID ANALYSIS SHEET

OBJECT Webster & Oakdale Lots #238, 239, 240, 241, & G.E. 1 BID ANALYSIS

E 12-27-76 RES. NO. 5738-1976

MATERIAL Sidewalk

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

CONTRACT

This Agreement, made and entered into this 10 day of January, 1977

by and between

-----CARRINGTON & ASSOCIATES, INC. of Fort Wayne, Indiana-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-prove Resolution No. 5738-1976: Webster - Oakdale Area: Partial removal and re-placement of sidewalk fronting Lots #238, 239, 240, 241, and east 70' of Lot #242 in Dreibelbiss First Addition.

by grading and paving the roadway to a width of XXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-ment Resolution No. 5738-1976 and at the following prices per linear foot.

At the following prices:

Sidewalk Removal	Four dollars and thirty cents, per square yard	4.30
4" Plain Concrete Sidewalk	One dollar and thirty cents, per square foot	1.30
Top Soil	Ten dollars and no cents, per ton	10.00
Mulched Seeding	One dollar and thirty cents, per square yard	1.30
Paraplegic Ramps	One dollar and ninety-five cents, per square foot	1.95
TOTAL	TWO THOUSAND, SEVEN HUNDRED NINETY-TWO DOLLARS, AND EIGHTY-FIVE CENTS	2,792.85

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5738-76 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 30, 1977 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, until said work is finally completed and ready for acceptance by the City.

It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of _____, 19____

CARRINGTON & ASSOCIATES, INC.

BY: Huebbs Carrington -
ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Henry P. Winkenberg
Ernest J. Lamm
May J. Scott
Robert Ellsworth
Its Board of Public Works and Mayor.

JAN 10 1977

APPROVED AS TO FORM AND LEGALITY

Terry J. Bink
GENERAL ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we -----

CARRINGTON & ASSOCIATES, INC. of Fort Wayne, Indiana-----Contractors

as principal, and FIREMEN'S INSURANCE COMPANY of NEWARK, N. J. -----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of -----
TWO THOUSAND, SEVEN HUNDRED NINETY-TWO DOLLARS, AND EIGHTY-FIVE CENTS -----

-----(\$2,792.85)-----
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----CARRINGTON & ASSOCIATES, INC. of Fort Wayne, Indiana-----
did on the 5th day of January, 1977

-----enter into a contract with the City of Fort Wayne to construct a
Pavement
on Resolution No. 5738-1976: Webster Street from Partial removal and replacement
of sidewalk fronting Lots #238, 239, 240, 241, and east 70' of Lot #242 in
Dreibelbiss First Addition. -----

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said -----

CARRINGTON & ASSOCIATES, INC.----- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 5th day of January, 1977

FIREMEN'S INSURANCE COMPANY

By: Jesse J. Deller
Attorney-in-fact

CARRINGTON & ASSOCIATES, INC. (SEAL)

BY: Gerald Parmenter (SEAL)

ITS: President (SEAL)

Approved this 10 day of January, 1977.

Eward W. LaRue
May G. Scott
Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we-----

-----CARRINGTON & ASSOCIATES, INC. of Fort Wayne, Indiana-----

as principal, and -----FIREMEN'S INSURANCE COMPANY of NEWARK, N. J.-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of-----

TWO THOUSAND, SEVEN HUNDRED NINETY-TWO DOLLARS, AND EIGHTY-FIVE CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ 2,792.85)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the 5th

day of January, 1977, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 5th day of January, 1977

FIREMEN'S INSURANCE COMPANY

CARRINGTON & ASSOCIATES, INC. (SEAL)

By: Jean Feller
Attorney-In-Fact

BY: Eualds Carrington (SEAL)

ITS: President (SEAL)

(SEAL)

Approved this 10 day of January, 1977

Earl H. Lamau

May G. Scott

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

JANUARY 3, 1977

FIREMEN'S INSURANCE COMPANY

OF NEWARK, NEW JERSEY

80 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has made, constituted and appointed, and by these presents does make, constitute and appoint

Harlan J. Miller, Jr. or Joan Filler both of Fort Wayne, Indiana, EACH

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of One Hundred Thousand (\$100,000.) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY at a meeting duly called and held on the 20th day of February, 1975.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by one of its Assistant Vice Presidents this 22nd day of April, 1975.

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY.

Attest:

Eugene P. Dougherty

Eugene P. Dougherty, Assistant Vice President

By



R. K. Ruesch

R. K. Ruesch, Senior Vice-President

STATE OF NEW YORK,

COUNTY OF NEW YORK,

{ ss. }

On this 22nd day of April, 1975, before me personally came R. K. Ruesch, to me known, who being by me duly sworn, did depose and say that he resides in New Providence, in the County of Union, State of New Jersey, at 35 Alden Road; that he is a Senior Vice President of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

HERBERT HOFFMAN
NOTARY PUBLIC, State of New York
No. 52-1821035 Qual. in Suffolk County
Cert. filed in N. Y. Co. Clk's Office
Commission Expires March 30, 1977

I, the undersigned, an Assistant Secretary of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a New Jersey corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the 5th day of

January . 1977



James M. Keane
James M. Keane, Assistant Secretary

3509

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Carrington & Associates - Res. 5738-1976

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

J-77-01-35

SYNOPSIS OF ORDINANCE Contract of Carrington & Associates in amount of \$2,792.85

covers removal and replacement of sidewalk on Lots 238, 239, 240, 241 and east
70' of 242 in Dreibelbiss First Addition. (Hoagland Avenue and Oakdale Drive)

This was the low of five bids received.

(SEE TABULATION ATTACHED)

Barrett Law project with property owners paying 75%

EFFECT OF PASSAGE Sidewalk improvement per petition from property owners

EFFECT OF NON-PASSAGE Need for property owners to have sidewalks repaired without

Barrett Law service and financial help from City

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Construction cost - \$2,792.85

with City paying 25% from Revenue Sharing Fund

ASSIGNED TO COMMITTEE Moses